

U.S. FISH AND WILDLIFE SERVICE OFFICE OF LAW ENFORCEMENT 4901 Paseo del Norte NE, Suite D Albuquerque, New Mexico 87113 505/346-7828



COOPERATING PRIVATE INDIVIDUAL AGREEMENT

Through its Service officers, the United States Fish and Wildlife Service Office of Law Enforcement (USFWS) have asked me, Nick Mondragon, to assist in an official investigation. Mike ARCHULETA, (INV #2009202973) on the commercialization of big game hunting trophies in and around the New Mexico area, on federal, tribal, and state. In furtherance of this investigation, I agree to the following:

- 1. The USFWS has assigned a person to serve as my primary contact and control person. I understand that it is imperative that I maintain regular contact with this person and advise him or her of my activities. I will abide by the instructions given to me by the USFWS through its representatives and will not take independent action.
- 2. I will timely report, to the USFWS person assigned to serve as my primary contact, all conversations that I may have with the subject(s) of the official investigation, regardless of whether I believe that the conversation is relevant to the investigation.
- 3. I am advised that, under certain circumstances, it is a federal offense to threaten, harass or intimidate a person who provides information about a federal crime to a federal law enforcement officer or in an official proceeding. If I experience anything of this nature as a result of my cooperation with the USFWS, I will immediately inform the USFWS person assigned to serve as my primary contact and control person.
- 4. I understand that I am not an employee of and have no status as a law enforcement officer with the USFWS or the United States Government and may not represent myself as such. Further, I may not enter into any contract or incur any obligation on behalf of the USFWS or the United States Government, except as specifically instructed and approved by the USFWS.
- I will provide truthful and complete information at all times. I will not divulge orally or in writing any information related to this investigation unless authorized to do so. I understand that all tape recordings, videos, photographs, reports, notes, or other documents related to this investigation are the property of the USFWS and may not be duplicated or disseminated except as authorized by the USFWS. Further, I understand that any items that I am requested to purchase or acquire related to this investigation are the property of the USFWS and may not be retained or disposed of except as authorized by the USFWS.

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- 6. I will not engage in any unlawful acts for which I may be subject to prosecution, or participate in the criminal activities of any person(s), or initiate a plan to commit criminal acts, except as specifically authorized by the USFWS. I understand that I may be subject to prosecution for any unlawful acts.
- 7. I understand that my relationship with the USFWS will not afford me absolute protection from arrest or prosecution for any violation of Federal, State, or local law. However, the USFWS will, if I so request, notify any law enforcement officer or prosecutor of my status as a cooperating private individual and the scope and dates of my activities as authorized by the USFWS.
- 8. If I learn that any person has committed or intends to commit a violent crime, I will advise the USFWS of this information as soon as possible. I will try to discourage acts of violence and will not participate in any acts of violence.
- 9. I understand that while engaged in activities related to my relationship with the USFWS, I am not authorized to carry or use a firearm, explosive, chemical agent or other weapon, except to participate in activities related to hunting, fishing or target shooting as authorized by USFWS.
- 10. I will not seek information relating to legal defense plans or strategy. If and when persons have been arrested or charged with a crime and criminal proceedings are still pending, I will not gather information concerning the crime from person(s) charged.
- 11. I will not knowingly engage in witness tampering, witness intimidation, entrapment, or the fabrication, alteration, or destruction of evidence, nor will I induce any individual to commit a crime that he or she has no predisposition to commit.
- 12. I understand that the USFWS will strive to protect my identity, but may divulge my identity as necessary for any ensuing or related prosecution(s) and/or related investigative purposes. I further understand that as a witness to an investigation, I may be required, to the extent allowed under the Constitution, to cooperate with prosecutors or defense attorneys and to give truthful testimony in court even after this agreement is terminated.
- 13. I understand that if I am cooperating in exchange for consideration by a prosecuting office, the USFWS will advise the prosecuting office of the nature and extent of my assistance, but cannot make any promises with respect to prosecution or sentencing. Likewise, I understand that no promises or representations can be made to me regarding alien status and/or my rights to enter or remain in the United States.
- 14. I understand that I cannot be guaranteed any reward, payment, or other compensation (except as may be specified in a separate agreement or memorandum) and that no payment of money or other consideration will be conditioned on the conviction of any individual, other than as provided for by statute. Any compensation I may receive must be reported in accordance with all applicable tax laws and regulations of the United States and I am liable for any taxes that may be owed on monies that the United States government pays to me.

- I understand that the USFWS may provide additional restrictions and/or conditions 15. regarding my assistance with this investigation and that these restrictions and/or conditions may be given orally or in writing and attached to this agreement.
- Upon notification by the USFWS that my role in assisting the USFWS in the 16. investigative activities has been completed, I will terminate my activities as a Cooperating Private Individual as described in this agreement. Further, both the USFWS and I retain the right to cancel this agreement at any time with or without a statement of cause.

I have read and understand this "Cooperating Private Individual Agreement" which describes my conduct as a USFWS cooperating private individual and agree to abide by its terms.

Signature of Cooperating Private Individual

8/6/09 Nicholas Mandraga,

Printed Name

Printed Name

Printed Name

Resear Stanford

Printed Name

Representative/Agent/